

This Intergovernmental Agreement is entered into by and between City of Portland, Oregon ("City") and Multnomah County, Oregon ("County").

PURPOSE:

The purpose of this Agreement is to provide funds for the operation of a Crisis Assessment and Treatment Center ("CATC") consisting of a 16 bed, short stay (4-14 days) secured mental health treatment facility to provide mental health services to the citizens of the City and the County.

RECITALS:

- a. Central City Concern ("CCC") is a non-profit corporation and the owner of the Hooper Building ("Hooper") located at 55 NE Grand Avenue (formerly 20 NE Martin Luther King Boulevard) in the City of Portland. The County donated Hooper to CCC in 2005. CCC has relocated its alcohol and drug detoxification program from Hooper in anticipation of the construction of the CATC. The County contributed \$1,000,000 toward the relocation cost.
- b. The City, County and CCC agreed on a concept for a CATC project ("Project") as follows:
 - Operation of the CATC will be funded by Medicaid, state funding, insurance proceeds and contributions from the City and the County and
 - Lease of space on the first and second floors of Hooper by County for the CATC which space will be subleased by the County to the operator of the CATC.
- c. The City and County signed a Memorandum of Understanding ("MOU") which is hereto attached as Attachment A and incorporated into this Agreement.
- d. The construction of the Project was funded by the City and the County as described in the MOU.
- e. Upon completion of construction, the County entered into a lease with CCC for the second floor and a portion of the first floor of the Hooper Building at 55 NE Grand Avenue for the CATC.
- f. The County conducted a Request for Proposals for operation of the CATC. The County selected and now contracts with Telecare Mental Health Services of Oregon, Inc. ("Telecare") for operation of the CATC effective March 1, 2011 through February 28, 2018. The program opened for services on June 21, 2011.

The parties agree to operate the CATC as follows:

1. TERM

This Agreement shall commence on July 1, 2011 and expire on February 28, 2018 unless earlier terminated in accordance with Section 5 of this Agreement or modified as provided in Section 12.

2. RESPONSIBILITIES OF CITY OF PORTLAND

City agrees to:

- a. Pay 50% of the annual CATC operating budget toward CATC operating costs in excess of those covered by Medicaid and state funding and insurance proceeds. The actual dollar amount will be adjusted annually to reflect the true gap in operating costs in excess of those covered by Medicaid and state funding and insurance proceeds.
- b. When requested by County, participate in joint planning sessions at a mutually agreed upon time on use of the facility to ensure best benefit for the community.

3. RESPONSIBILITIES OF MULTNOMAH COUNTY

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County agrees to:

- a. Maintain the lease with CCC for the CATC space.
- b. Contract with Telecare for CATC operation and monitor performance.
- c. Pay 50% of the annual CATC budgeted operating costs approved by the County in excess of those covered by Medicaid and state funding and insurance proceeds.
- d. Provide City with an annual budget breakdown and utilization report of services to be sent with the annual invoice.
- c. When requested by City, participate in joint planning sessions at a mutually agreed upon time on use of the facility to ensure best benefit for the community.

4. COMPENSATION

County will invoice City on a quarterly basis for 50% of the annual CATC operating costs in excess of those covered by Medicaid and state funding and insurance proceeds. The total amount billed in quarterly payments will match the amount in the approved County General Fund budget for the year. City will pay County this amount.

County will submit quarterly invoices to the City's identified Senior Financial Analyst responsible for the Mayor and Council Offices located at 1120 SW 5th Avenue, Room 1250, Portland, OR 97204 or such other project manager as City may designate. City shall send payment to County within thirty (30) days after receipt of each properly documented billing.

5. TERMINATION

This Agreement may be terminated prior to February 28, 2018, upon ninety (90) days mutual written consent of the parties or upon one hundred twenty (120) days written notice by either party. Termination of funding may result in program closure. County and City agree to funding the CATC through full termination date of this agreement and not the date of termination notification. Termination under any provision of this paragraph shall not affect any rights, obligation, or liability of City or County which accrued prior to such termination.

6. INDEMNIFICATION

Subject to the conditions or limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless City of Portland from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this Agreement.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall indemnify, defend and hold harmless Multnomah County from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this Agreement.

7. INSURANCE

Each party shall each be responsible for providing its own worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

8. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

9. **OREGON LAW AND FORUM** This Agreement shall be construed according to the laws of the State of Oregon. Any action regarding this agreement or work performed under this Agreement shall be filed in Multnomah County or in the United States District Court for the district of Oregon.

9. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

10. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
11. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.
12. **MODIFICATION** This Agreement may be modified by mutual consent of the parties. Any modification to provisions of this Agreement shall be reduced to writing and signed by all parties.
13. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
14. **ADDITIONAL TERMS AND CONDITIONS:**

MULTNOMAH COUNTY, OREGON:**CITY OF PORTLAND, OREGON:**_____
Multnomah County Chair or Designee_____
Sam Adams, Mayor

Date: _____

Date: _____

Approved: _____
Department Director or DesigneeApproved: _____
LaVonne Griffin-Valade, City Auditor

Date: _____

Date: _____

Approved as to form:
For Multnomah County

Approved as to form:

By: _____
Jenny M. Morf, Acting County Attorney
for Multnomah County, OregonBy: _____
Portland City Attorney

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

This is a memorandum of understanding between the City of Portland ("City") and Multnomah County ("County") concerning the development and operation of a Crisis Assessment and Treatment Center (CATC) consisting of a 16 bed, short stay (4-14 days) secure mental health treatment facility to provide mental health services to the citizens of the City and the County.

RECITALS

- a. Central City Concern (CCC) is a non-profit corporation and the owner of the Hooper Building (Hooper) at 20 NE Martin Luther King Boulevard in the City of Portland. The County donated Hooper to CCC in 2005. CCC has relocated its alcohol and drug detoxification program from Hooper in anticipation of the construction of the CATC. The County contributed \$1,000,000 toward the relocation cost.
- b. City, County and CCC have agreed on a concept for a CATC project (Project) as follows:
 - 1) Operation of the CATC funded by Medicaid, state funding, insurance proceeds and contributions from the City and the County.
 - 2) Lease of space on the first and second floors of Hooper (CATC Space) by County for the CATC which space will be subleased by the County to the operator of the CATC;
- c. The parties anticipate that construction of the Project will be funded by the City and the County as provided below and will leverage New Market Tax Credits and State of Oregon grant funds which are anticipated to be available to help fund the Project. The parties understand that the City and County may have to pay funds to CCC not later than June 30, 2010 to qualify the Project for the tax credits.
- d. The CATC is expected to be operating by the final quarter of the 2010-11 fiscal year.
- e. This MOU is a non-binding expression of the intentions of the parties.

AGREEMENT

The parties agree that they will negotiate in good faith an agreement to construct and operate the CATC as follows:

1. COUNTY RESPONSIBILITIES:

- a) Contribute up to \$1,842,000, depending on the amount of state funding awarded to the project for capital improvements. This contribution is in addition to the contribution of the building to CCC and includes the previous March 2009 contribution of \$1 million towards relocating detox services out of the Hooper building;
- b) Enter into a lease of the CATC Space, and review and approve plans for the CATC improvements to be constructed by CCC;
- c) Issue a solicitation for, select and enter into an agreement with an operator for the CATC;
- d) Pay 50% of the budget agreed to by the parties toward CATC operating costs in excess of those covered by Medicaid and state funding and insurance proceeds.

2. CITY RESPONSIBILITIES:

- a) Contribute \$2,000,000 to the Project toward the cost of capital improvements;
- b) Pay 50% of the budget agreed to by the parties toward CATC operating costs in excess of those covered by Medicaid and state funding and insurance proceeds.

MULTNOMAH COUNTY

By

Jeff Cogen, Chair

CITY OF PORTLAND

By

Sam Adams, Mayor